

The resident who has signed this contract, hereinafter called "RESIDENT," and the Regents of the University of California, hereinafter called the "UNIVERSITY," enter into this contract upon the following terms and conditions. This contract is not transferable and may not be sold or reassigned.

1. ELIGIBILITY

RESIDENT must be an enrolled full-time graduate student (enrolled in a graduate program at UC Merced taking a minimum 8 units or more) at the University of California, Merced for the term of this contract. RESIDENT's inability to meet eligibility requirements may be grounds for termination of this contract and does not act as a waiver of any sums due under this contract.

2. TERM OF CONTRACT

Contracts accepted for the fall semester shall be for the period of August 1, 2021 until May 30, 2022. Contracts accepted for the spring semester shall be for the period of January 1, 2022 until May 30, 2022. RESIDENT is held financially liable for the entire term of the contract.

3. ROOM AND APARTMENT PAYMENT SCHEDULE

- a. Contract Amount: The room rate is \$1000 per month for a single room in a two-bedroom apartment.
- b. Billing: RESIDENT will be bill monthly through the University MyBill account.
- c. The payment is due and payable in advance on or before the first day of each month. RESIDENT hereby agrees to pay THE UNIVERSITY online at mybill.ucmerced.edu or at the Central Cashier. Payments submitted by cash, check, or money order must be accompanied with a student ID number. The RESIDENT'S name and student identification number must appear on the check or money order. All checks or money orders must be made payable to **UC REGENTS**.
- d. If the RESIDENT receives notification via the UC Merced campus Student Billing System regarding unpaid fees assessed to his or her housing account and believes the charges were made in error, the RESIDENT may contest the charges in writing within 30 days of the transaction date. Failure to contest the charges within said time shall constitute a waiver of any claim the RESIDENT may have.
- g. If the RESIDENT receives written notification regarding unpaid fees assessed to his or her housing account after the RESIDENT is no longer enrolled at UC Merced and believes the charges were made in error, the RESIDENT may contest the charges in writing within 30 days of notification. Failure to contest the charges within said time shall constitute a waiver of any claim the RESIDENT may have.
- h. Room rate may be changed at any time provided that written notice is given to the RESIDENT forty-five (45) days in advance.

4. MEAL PLANS

- a. Graduate residents in apartments are not required to have a meal plan. For more information about meal plan options available for graduate students, visit <http://dining.ucmerced.edu>.

5. PARKING

- b. RESIDENT is required to have an Overnight Parking Permit to park on campus; visit taps.ucmerced.edu on permit application and rates.

6. OCCUPANCY

- a. Assignment: UNIVERSITY does not promise or guarantee RESIDENT an assignment to any particular room or building in on-campus housing.
- b. UNIVERSITY may reassign or require RESIDENT to move to another room or building at UNIVERSITY's sole discretion. Requests for room change must be submitted in writing by RESIDENT and approved by UC Merced Housing Services.
- c. Temporary Reassignment: The UNIVERSITY shall have the right, at its sole and absolute discretion, to make a temporary housing assignment for the RESIDENT if the UNIVERSITY deems such an assignment necessary or desirable. RESIDENT shall be responsible for moving or other costs associated with the temporary reassignment.
- d. Furnishings: Furnishings inside a residence hall at the beginning of occupancy are the shared responsibility of suitemates unless proof of individual responsibility is identified and confirmed by the UNIVERSITY.
- e. Capacity: Rooms in apartments used for Graduate students are single occupancy.
- f. Use: The assigned space may be used solely for personal residence. This contract is not transferable and may not be sold or reassigned.

- No business or commercial enterprise of any kind, including e-business, may be conducted in or operated from any housing.
- g. Room/Apartment Condition: RESIDENT will respect his or her or their living environment and as such agrees to maintain their space in a clean, orderly and sanitary condition during tenancy and at the termination of this contract. To avoid damage charges, RESIDENT will complete and submit a Room Condition Report within 72 hours of moving in and prior to returning keys during an authorized check-out. If RESIDENT does not submit said form, RESIDENT waives his or her right to appeal damage charges.
 - h. Bathrooms: RESIDENTs must use bathrooms as assigned. All RESIDENTs are responsible for their restrooms cleanliness and use the areas of the restrooms for their designated purpose.

7. ENTRY OF THE UNIT BY UNIVERSITY

RESIDENT agrees to permit the UNIVERSITY to enter the apartment or RESIDENT's room for inspection purposes, and for any reason allowed by law, including the following:

- i. in case of an emergency;
- ii. to make necessary or agreed upon inspections, repairs, alterations or improvements, or supply services required to maintain the building;
- iii. when RESIDENT has abandoned or surrendered the premises;
- iv. pursuant to Court Order;

Except in cases of emergency, the UNIVERSITY will give RESIDENT twenty-four (24) hours' notice of planned entry. RESIDENT agrees to waive the 24-hour notice requirement to allow UNIVERSITY personnel to enter RESIDENT's space in the apartment or residence hall during normal working hours when RESIDENT has requested the service.

8. UNIVERSITY LIABILITY

RESIDENT will use good, safe judgment while using UNIVERSITY housing. The UNIVERSITY assumes no liability for injuries, loss or damage, including death, due to RESIDENT's use of UNIVERSITY housing, including but not limited to kitchens, recreational equipment, elevators, bathroom showers etc. In extreme circumstances, including but not limited to "Acts of Nature," e.g. flood, earthquake, unusual weather conditions or infectious disease, that render the assigned space uninhabitable. The UNIVERSITY shall not be held responsible or liable for RESIDENT's accommodation. In situations such as this, the UNIVERSITY reserves the right to make special room assignments or other occupancy arrangements to accommodate those conditions, but the UNIVERSITY shall not be obligated to do so.

WAIVER OF CLAIMS: RESIDENT waives the right to any claim against UNIVERSITY related to or arising from the acquisition of or exposure to any infectious disease.

LIMITATION OF LIABILITY: Neither UNIVERSITY, nor any of its campuses or medical centers, nor any of its employees or agents shall be liable for any claims of loss, expense or damage to RESIDENT relating to the acquisition of or exposure to any infectious disease.

NO WARRANTY: University makes no warranty with respect to the safety of the premises with regard to any infectious disease.

9. CONSTRUCTION

Construction activities are expected to occur and will result in disturbances and disruptions, including but not limited to increased traffic, noise and dust in the areas surrounding the apartments, residence halls and campus in general. There will be both planned and unplanned utility shutdowns in the residence halls. By signing this contract, RESIDENT agrees and acknowledges that there will be disturbances and disruptions resulting from construction and has agreed to such.

The RESIDENT also acknowledges that increased noise, dust, potential reassignment or loss of parking spaces are not grounds for termination of this contract.

10. DISRUPTION IN SERVICE

Disruption of service, usually involving dining or custodial services are rare. In the event of any short-term or long-term changes in service, the UNIVERSITY will provide clear communication to RESIDENTS, maintain or modify appropriate levels of service and deploy mitigation measures as necessary. By signing this contract, the RESIDENT agrees that they have been advised of said potential disruptions and acknowledges that there may be changes in service resulting from such disruptions and has agreed to such. The UNIVERSITY reserves the right, at its discretion, to adjust services to meet the changing needs of business.

11. PERSONAL PROPERTY/RENTER'S INSURANCE

The UNIVERSITY and its employees and agents assume no responsibility for the loss, theft, damage or destruction to RESIDENT's personal property kept in RESIDENT's assigned room and apartment, or any location on the premises from any cause whatsoever. The UNIVERSITY strongly recommends that RESIDENT maintain personal property insurance. For detailed information regarding renter's insurance specifically designed for UC Merced renters, please visit <https://gradguard.com/school-search>.

12. CONDUCT OF RESIDENT

- a. RESIDENT will work cooperatively with UNIVERSITY to maintain a safe and secure environment where individuals accept responsibility for inappropriate behaviors.
- b. RESIDENT is expected to report all incidents of inappropriate behavior. If individual liability cannot be determined, damages become the shared responsibility of roommate/suitemate/floormates.
- c. RESIDENT will reimburse the UNIVERSITY upon receipt of notice for loss or damage to the UNIVERSITY facility or its fixtures, furnishings or equipment beyond ordinary wear and tear (including leaving said rooms or furnishings in an unsanitary or hazardous condition) resulting from the neglect or willful act of the RESIDENT.
- d. RESIDENT will be responsible for his or her guest's behavior and any damage or loss to the UNIVERSITY from the actions done by their guests.
- e. RESIDENT will ensure that guests are informed of and abide by all rules of the UC Merced Housing and Residence Education Handbook, UC Merced Conduct Standards and the terms outlined in this contract.
- f. RESIDENT agrees that the UNIVERSITY may take appropriate action, including termination of this contract and/or exclusion from entering into a future housing contract, for conduct which is found by the UNIVERSITY to be in violation of any such rules or conduct which is otherwise detrimental to the welfare of the RESIDENTs, employees or the physical properties of the UNIVERSITY.
- g. RESIDENT and RESIDENT's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use of and occupancy of the premises, annoy, molest or interfere with any other person, roommate or neighbor. Any such action may result in the immediate termination of this contract as provided herein and by law. RESIDENT shall refrain from creating, or allowing to be created, any noise that is disturbing to other RESIDENTs or roommates. RESIDENT is also responsible for compliance with any local noise ordinances.
- h. RESIDENT shall not violate the policy Universal Requirements for Mitigation of Transmission of COVID-19 found here: http://policies.ucmerced.edu/sites/policies.ucmerced.edu/files/documents/policies/interim_policy_on_physical_mitigation_and_reduction.pdf.

13. CONTRACT VALIDATION

- a. This contract becomes valid and enforceable only upon written (electronic) acceptance by the UNIVERSITY.
- b. Any waiver or modification of the conditions of this contract is invalid unless in writing and signed by the RESIDENT and the Associate Vice Chancellor of Auxiliaries Services and Fiscal Innovation or the Chief Financial Officer of the UNIVERSITY.
- c. A RESIDENT under 18 years of age must have a parent or legal guardian co-sign this contract and guarantee full and prompt payment of all sums payable by RESIDENT under this contract by signing where indicated in Part II of this contract.

14. CONTRACT TERMINATION

Termination by UNIVERSITY:

- a. The UNIVERSITY may terminate this contract upon 15 days' written notice.
- b. The UNIVERSITY may terminate this contract without fault of the RESIDENT and without notice, when the UNIVERSITY reasonably determines that termination is necessary for safe operation of its housing program, including but not limited to the need to take preventative or mitigatory action regarding the spread of infectious disease.
- c. The UNIVERSITY, at its own discretion, may serve a three-day notice to pay for room and apartment fee, comply with the terms of this contract or quit, whichever is applicable, for any of the following:
 - i. Any breach of this contract, including but not limited to failure to pay room and apartment fee when due; or
 - ii. A change in RESIDENT's admissions status or a failure of RESIDENT to remain a full-time, regularly enrolled student at the UNIVERSITY; or
 - iii. Any failure by RESIDENT to abide by the regulations and/or policies outlined in the UC Merced Housing and Residence Education Handbook and UC Merced Conduct Standards, which is incorporated herein by reference, Section 16 below and/or RESIDENT's engaging in conduct detrimental to himself or herself or the welfare of others; or
 - iv. Any violation of state or federal law; or

- v. Any other reason allowed by law; or
- vi. UNIVERSITY's inability to provide RESIDENT a room due to a lack of space availability (full refund granted at the daily room rate during the period when the RESIDENT's room and apartment is not made available by the UNIVERSITY).
- vii. The RESIDENT is found by the UNIVERSITY to not be abiding by the rules set forward in the policy Universal Requirements for Mitigation of transmission of COVID-19 found here: http://policies.ucmerced.edu/sites/policies.ucmerced.edu/files/documents/policies/interim_policy_on_physical_mitigation_and_reduction.pdf.

Termination by RESIDENT:

RESIDENTs may request to terminate their contract. Requests for contract termination should be submitted online via the Housing Portal. In addition, by giving written notice to UC Merced Housing Services at any time prior to the beginning date of RESIDENT's contract, the RESIDENT may terminate this contract based on the termination terms set forth in this contract. Contract termination will be effective upon confirmation of receipt of the request. It is the RESIDENT's responsibility to ensure that the contract termination has been received and approved. Refer to the following for specific information:

- i. RESIDENT and/or applicants who HAVE NOT yet taken possession of their room need to submit a written request to UC Merced Housing Services to cancel their application before the termination deadline:

 - June 1st for Fall semester
 - April 1st for Summer semester
 - December 1st for Spring semester
- ii. Those who cancel after the deadline will be subject to a termination fee and will only be approved for criteria listed in part three.
- iii. RESIDENT and/or applicants who HAVE moved into their room need to submit a written request to UC Merced Housing Services through the Housing Portal to cancel their contract and will be subject to a \$300 termination charge. Requests for termination will only be approved based on the criteria listed in this section. RESIDENTs will still be responsible for room and apartment fee until the termination request is approved. Once a termination is approved, RESIDENT must completely vacate their assigned room and turn in keys to the appropriate office to complete the move-out process.
A contract may only be terminated under the following circumstances:
 - RESIDENT and/or applicant graduates
 - RESIDENT and/or applicant transfers to another campus
 - RESIDENT and/or applicant is dismissed from the UNIVERSITY
 - RESIDENT and/or applicant is a participant in the Educational Leave Program (ELP) or withdraws from the UNIVERSITY
 - RESIDENT and/or applicant is denied admission to UC Merced or RESIDENT and/or applicant is admitted to UC Merced but fails to register, cancels registration or admission is rescinded
 - RESIDENT and/or applicant participates in an approved Education Abroad Program (UCEAP) sponsored by UC Merced
 - RESIDENT and/or applicant presents proof of marriage that occurred during the term of the contract

The decision by UC Merced Housing Services is considered final. A limited appeal to the Associate Vice Chancellor for Auxiliary Services and Fiscal Innovation and/or their designee may be made only if the RESIDENT has additional information that was not available at the time of the original request.

Cancellation/Liquidated Damages Charge:

The Resident agrees that this fee is reasonable. A cancellation/liquidated damages charge will apply to all Contract cancellation/termination:

\$0 Received before June 1, 2021

\$200 Received between June 2 and August 1, 2021

\$300 Failure to cancel or move-in and received after August 1, 2021

The cancellation/liquidated damages charge is not subject for appeal.

15. BED BUG NOTICE AND INFORMATION ABOUT BED BUGS

- a. A RESIDENT shall not bring onto a property any personal furnishings or belongings that the RESIDENT knows or should reasonably know are infested with bed bugs, including the personal property of the RESIDENT's guests.

- b. The RESIDENT is responsible to promptly report findings or suspicion of bed bug infestation to the UC Merced Residence Education Office at the Terrace Center, or call (209) 228-4663.
- c. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length, and their color can vary from red and brown to copper colored. Young bed bugs are only about 1/16 of an inch in length, and they have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- d. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day and bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
- e. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's

reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

- f. Common signs and symptoms of a possible bed bug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery or walls.
 - Molted bed bug skins, white, sticky eggs or empty eggshells.
 - Very heavily infested areas may have a characteristically sweetodor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping.
 - However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- g. For more information, see the web sites of the United States Environmental Protection Agency and the National Pest Management Association at <http://www2.epa.gov/bedbugs> and <http://www.pestworld.org/all-things-bed-bugs/>.
- h. RESIDENTs are required under the law to cooperate with inspections and to provide requested information that is necessary to facilitate the detection and treatment of bed bugs by the pest control operator.
- i. RESIDENT shall fulfill the responsibilities for room and apartment preparation before any scheduled treatment, including management of personal belongings and furnishings as described in the pest control operator's treatment checklist.
- j. RESIDENTs must vacate the room and/or apartment as required by the pest control operator for treatment purposes and shall not re-enter the unit until directed to do so.

16. MISSING PERSON NOTIFICATION POLICY

Students residing in on-campus housing have the option to identify individuals to be contacted by the UNIVERSITY in the event the student is reported missing. The confidential contact information will be accessible only to authorized campus officials and may not be disclosed except to law enforcement personnel in furtherance of a missing person investigation. If you would like to designate a confidential contact, visit the Office of Residence Education, 100 Terrace Center, or call 209-228-4663. Please note that if a student is under 18 years of age and not emancipated, a custodial parent or guardian will be contacted in the event the student is reported missing in addition to any confidential contact designated by the student.

17. COMPLIANCE WITH UNIVERSITY RULES

UNIVERSITY rules and regulations are established to provide a safe harmonious community for you and others to live. By entering into this contract, RESIDENT agrees to abide by the terms of this contract and the policies outlined in the [UC Merced Housing and Residence Education Handbook](#). The UNIVERSITY may take appropriate action, including termination of this contract, for conduct which is found by the UNIVERSITY to be in violation of any such rules or which is otherwise detrimental to the welfare of RESIDENTs, employees or the physical properties of the UNIVERSITY or which violates any federal or state law. RESIDENT's breach of this contract may result in exclusion from specified housing/dining areas, referral to the Office of Student Rights and Responsibilities, and/or the imposition of UNIVERSITY sanctions, including fines and administrative restrictions. It may also impact future eligibility to live oncampus.

COVID-19 WARNING:

The UNIVERSITY's residence halls are congregate living facilities which may present a risk of exposure to COVID-19, a disease caused by a virus that can cause serious illness and death. To reduce your risk of infection, practice frequent hand washing, social distancing, face covering, and other measures recommended by public health officials. For more information, visit <http://www.cdc.gov> and <http://www.cdph.ca.gov>.

RESIDENTS are required to know and comply with local and state health orders, and agree to abide by the UNIVERSITY policy for face coverings and other physical mitigation measures that reduce the transmission of COVID-19 while living on campus and present in the other UNIVERSITY facilities stated below and in the Handbook (BP 20 – Interim Policies on COVID-19):

http://policies.ucmerced.edu/sites/policies.ucmerced.edu/files/documents/policies/interim_policy_on_physical_mitigation_and_reduction.pdf

18. MOLD NOTIFICATION

Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of molds. The RESIDENT is required to take steps to control growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing or washing dishes or clothes. The RESIDENT is required to notify the UNIVERSITY promptly by contacting UC Merced Housing Services Office at (209) 228-2293 about the existence of moisture, water leakage or overflow in or about the premises. RESIDENT agrees to comply with the list of responsibilities as outlined in the UC Merced Housing and Residence Education Handbook.

19. LEAD-BASED PAINT HAZARD NOTIFICATION

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Although the UNIVERSITY knows of no such hazards, federal law requires that lessees receive a pamphlet regarding lead poisoning prevention in pre-1978 housing, and a pamphlet regarding the ongoing renovation activities which may potentially disturb lead or lead hazards. RESIDENT acknowledges the receipt of these two pamphlets, entitled "Protect Your Family from Lead in Your Home" located at <http://www2.epa.gov/lead/protect-your-family>, and "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" located at <http://www2.epa.gov/lead/renovation-repair-and-painting-program>, which are incorporated herein by reference. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy.

20. ASBESTOS NOTIFICATION

Housing built before 1981 may contain asbestos. Any asbestos-containing material (ACM) has been encapsulated or removed, as specified by law. The ceilings are inspected by UC Merced facilities staff during annual housing inspections. However, disturbance or damage to certain apartment and residence hall ceilings may increase the potential exposure to these substances. RESIDENT or RESIDENT's guest shall not take or permit any action which in any way damages or disturbs the premises or any part thereof, including but not limited to piercing the ceiling by drilling or any other method, hanging objects, attaching or replacing fixtures, or doing any repairs to any portion of the ceiling, or undertaking activity which results in building vibration that may cause damage to the ceiling. RESIDENT shall notify the UNIVERSITY immediately in writing upon occurrence of any such damage or any other deterioration of the ceiling in the premises, including but not limited to flaking, loose, cracking, hanging or dislodged material, water leaks or stains in the ceiling.

21. PETS

UC Merced Housing Services is committed to supporting the UNIVERSITY's educational purpose and mission and works in partnership with the Student Accessibility Services providing students access to all levels of the residential experience. While pets are not allowed in UC Merced residential facilities, animals classified as service animals (per the Americans with Disabilities Act as Amended) or emotional support animals (per the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973) are permitted. Fish in tanks under 10 gallons are allowed.

22. FIRE DETECTION & SAFETY EQUIPMENT

The residence halls are supplied with smoke detection devices. The detector(s) in this apartment and residence hall is in proper working order. Upon occupancy it shall be the RESIDENT's responsibility to regularly test the detector(s) to ensure that the device(s) is in operable condition. RESIDENT agrees to inform the UNIVERSITY immediately in writing of any defect, malfunction or failure of such detector. It is a criminal offense to disconnect or otherwise impair the function of this device. Tampering with fire detection or safety equipment will be subject to disciplinary action and termination of this contract. If building alarm is activated due to the RESIDENT's negligence or intentional act the RESIDENT will be charged a \$200 fee.

23. CONSEQUENCES OF BREACH OF CONTRACT

A breach of this contract by RESIDENT, including but not limited to delinquency in payment, may result in any or all the following actions: administrative action against RESIDENT's status in the UNIVERSITY, initiation of termination of tenancy proceedings and eviction.

24. SEVERABILITY

If any provision of this contract or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this contract shall be enforced to the maximum extent permitted by law.

25. CIVIL CODE 290.46 REGISTERED SEX OFFENDERS INFORMATION NOTICE

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she or they reside.

ACKNOWLEDGMENT AND ACCEPTANCE OF CONTRACT AND CONDITIONS

RESIDENT certifies that statements made in connection with this contract are true and correct and that the RESIDENT has read, understands, and agrees to comply with the terms and conditions of this contract. Any false statements made by RESIDENT in this contract or in connection with it will result in immediate termination of this contract.

Print Resident's Full Legal Name

Resident's Legal Signature

Date

Parent/Guardian, if under 18:

Print Parent/Guardian's Full Legal Name

Parent/Guardian's Legal Signature

Date

Agent of UNIVERSITY: The officer below is authorized to manage the premises and is authorized to act for and on behalf of the UNIVERSITY for the purpose of receiving and receipting for all notices and demands. Any notice to the UNIVERSITY hereunder shall be in writing and delivered to the following:

Housing Contracts
UC Merced Housing Services
5400 North Lake Road
Merced, CA 95340